



Ken Jowdy
3/24/10 @ 10:15AM

Tom Harvey
Louis Freeh

Joel Friedman
Mike McCall

Ken Jowdy

Ken Joseph ^{SEC}
Chris Castano
Julian Moore
Scott Romanowski
Matt Galito

How does Castano and Joseph not look at the DDM title docs and the KSI loan docs to show Jowdy and Harvey stole the investor money and never transferred title to an investor entity...??

Continue of Proffer Agreement
dated 2/25/10

Harvey complicit in
Jowdy frauds from
September 2002
letter to Nolan and
other initial
investors until
present...

(KJ) = PGR officials in Mexico = 3 books ago
 - came to his property looking for someone
 - (KJ) thinks it was him they were looking for
 - said looking for drug dealer, child molester...
 - may be rogue operation
 - (LP) - spoke to Gov't officials - state no investigation ongoing w/ (KJ) in Mexico.

? (JF) - have discussions w/ (PK) re: (PK) clients = to (KJ)

answer
 (PK) = always a phone call away from his (PK) clients -
 (KJ) → (KJ) had discussions w/ (PK) early on in relationship -
 (KJ) had very little contact w/ (K) clients = ^{Jason Woolley - saw outside of (PK)} ^{once} ^{Turner Stevenson - saw w/ (PK)}
 (KJ) - docs provided by (TJ) re: supporting (K) Kristie
 started 2/24/10 ago The man & (KJ) reconstructed docs = ^{records} _{invoices}
 - Baja Mgmt
 - TLT Mgmt

(KJ) (PK) did not generate any paperwork on his own re: DDM & DCSL investments/projects

(KJ) spoke early on w/ (PK) i.e. other investments outside Baja Develop.

Bates 13088 - states "funds he used fund other projects of Developer"

PPM

3/1/03 - Baja Mngmt, LLC

- for original investors prior to PPM being drafted
↳ from Promissory Notes from investors (initial)

might have been

↳ going into Baja Development acct initially

drafted by 8/9/02

- suppose to be delivered to investors by (PK) & return signed

Bates # 13228 =

(KJ) 1st paragraph =
to be in Diamante

↳ Diamante Del Mar

(KJ) managing member

- BD Corp =

Baja Development - owned by (KJ)

↳ used before offering - El Rosario project & other things

(2)

- initial investment given w/ a written agreement
- ↳ Promissory Notes issued
- ↳ to Diamante

3rd paragraph -

\$110K to be invested by KJ

From Baja Development Corp.

\$ - from initial 6 investors = KJ

Jowdy steals \$100,000 from investors for his personal contribution to the first Mexico project...

then to Baja Mngmt - Diamante Del Mar

KJ - b/c PPM said that KJ needed to contribute

Bates # 13231 -

Source of \$110K from BD Corp - from initial investors

Bates # 13232 -

KJ - all the funds were not used for DDM

Bates # 13233 -

KJ funding offering not consummated

Bates # 13234

KJ - \$350K -
\$200K - to KJ
\$150K - to BN

Najam and Jowdy divert \$350,000 of development funds to themselves

Consult fees = PK - marketing consulting
- don't recall how much paid PK

- composite Suzanne Fabour

(3)

- financial reports = re: PPM
 - (KJ) - did not receive these exact reports
- (KJ) & (PK) - did create memos of project
 - ↳ which thinks (PK) shared w/ investors
 - ↳ Project Information Memo's =
 - included = cash flow projections
 - = sales projections
 - ↳ (KJ) worked w/ sales people, consultants to get #'s for projections
- = (KJ) - does not think this satisfies PPM required docs. to investors.
- = (KJ) = does not know reason he did not supply docs required by PPM
- = (KJ) does not recall role he played in creating PPM
 - (KJ) he read PPM - yes
- (KJ) - PPM - given to (PK) -> given to clients
- (KJ) - (PK) handling communications w/ clients/investors

Bates 13236 - overview of DDM

- (KJ) - came up w/ idea of 2 courses ^{Fazio} ~~Love~~
 - showed property to Davis Love = had previous relationship w/ (DL) - met
- (KJ) - doesn't recall - how met Tom Fazio ^{through friend} (4)

- (TP) - sent down his reps to look

(KJ) ① Love course - conceptual design → to get price for course

② Fazio course more involved → to construction drawings
- irrigation } studies
- erosion control }

- had 4-5 bidders on construction for course

(KJ) - will be exclusive Fazio + Love courses

(KJ) It deal w/ Dennis Wise } architect for Fazio
w/ Tom Fazio } worked w/ Fazio company

(D) Deal } limited dealings

→ Dave Boyden - landscape architect = would have been on-site
2006 → (KJ) - hired for DCSL rep for Fazio
- after left Fazio
- not dealings w/ DDM

→ not sure if there term limits on contract w/ Fazio

→ couple hundred thousand \$'s - paid by (KJ)
82M - contract total } from DDM acct

(KJ) - could not call Fazio design & need to make
material changes to course if sever contract
before construction.

dated 11/1/02 → Bates 7
DDM offering -
- specifically for DDM
not through any other entity/agreement

= Suppose to be delivered to investors (15 investors)
by (PK)
- told by (PK) - delivered to investors

(KJ)
investors:

- Stumped
- McKee
- Bevard
- U. Tsyfticou
- DeVries
- Scott Ericson - outside of (PK) - from of (KJ) - baseball player
- (KJ) delivered PPM
SFR
- Nolan
- Morneau
- Murray
-

Jowdy's money
laundering
company --
explained by
Kenner in June
2009 proffer to FBI
Agent Galioto

Bates # 13334 = (KJ) LORSA - Mexican comp hold leases

(KJ) only other profits out of after initial member drive on
property sale

Bates 13379 -



(Q)

Bates 13339-

(KJ) = Promissory Notes w/ Baja Musmt - \$2.75M

↓
\$ came in summer + fall of 2002

dates = Securities atty retained in Sept 02 -
of ?? → dealt w/ DDM then DD DMS
1pm

Bates 13341 = (KJ) never raised ATOM in dive

- Mngmt Fees - (KJ)
(Ba)

Expenses:

- Suzanne J. - never compensated for
- (KJ) - consult fee's + expenses ^{ATM}
- \$14K per month ^{ATM} initially = 4-5 mos.
stopped salary → then paid expenses & other salary if brought
based upon ^{ATM} in investors
lack of funds
in company

Bates 13349

- Mngmt compensation

(KJ) - never made \$150k contribution to comp

- \$2.75M = from investors / initial

- \$110k (KJ) contributed from this \$

(7)

12/1/03

DDM Club = PPM

- (KJ) - not equity in DDM - just part of club
- Founding Member \equiv right to lot + wks
- (KJ) - carry project forward
- would go to (K) \rightarrow to potential founding members
- there is a dividend / pmt outlined in PPM \nearrow not shown in DDM profs

provided PPM ~~to~~ ~~in 03-04~~ - (KJ) Joseph Essa 3 relatives } 830k each
Cindy Essa }
Joe Thompson 3 friends } 1
Suzanne Desmond 3 friends into DDM acct
- (K) Wright in 3 others

~~8210k total~~
- 03-04 - airstrip SFR
to operating expenses of DDM ~~8210k~~

Bates #13899

4th paragraph -

(KJ) never hit #'s to be given certificate

Bates #13913

(CJ) - \$210K collected from Founding members
- used for expenses for DDM

= (KJ) - wasn't trust set up initially - not sure (KJ)
←

= Founder Member offering

↓
(KJ) never closed

Break - 12 PM

Start 1:10PM

astred (KJ) →
(JF) - atty - advice - for 1PM

(KJ) - was my idea to go to atty for 1PM

(KJ) - regularly consulted w/ atty

Nijam - atty also. - (KJ) consulted w/ (PM) ~50

(PM) - went w/ (KJ) attys also

☰ Promissory Notes - (KJ) executed shortly after funds were rec'd

- Carl Essa - 2/11/04 (KJ) for investment made around that time = late '03 - early '04

- (KJ) don't know why separate subscription agreement

(KJ) Baja Management - each investor signed offering & subscription agreement

(KJ) - doesn't know who's idea it was

- (KJ) - provided S&M to one player → Erickson
- 2 relatives - Essa's
- 2 friends -

☰ Byron Defoe ≈ \$ in late 2002 - & to BD Corp

- (KJ) doesn't think his writing on front page

(KJ) - Yes signature on back page

Dmitri Kristich ≈ August 2002 - rec'd \$

With Kenner and Woolley money -- this was the first funds that Jowdy stole in August 2002 from the Mexico investors

☰ Jason Allison ≈ late 2002 - funds rec'd

- Agreement signed in 4/03

Joe Duncan ~ Sept. 02 - funds rec'd

Agreement = 3/03

OK Jason Woolley ~
Note
Agreement

Owen Nolan

note

Agreement

Bank Accts

This is the personal bank account of Jowdy that he used to STEAL \$75,000 within a few days of the initial investments in Mexico by Kenner, Woolley and Khristich

- 2002 - First Union & Wachovia - (KJ) personal acct

- now Capital One & TD Bank W/

↳ last 3 yrs opened

This is a lie with Jowdy laundering funds with Najam's help to create the illusion of a \$100,000 Jowdy investment...

- DDM - \$ from (KJ)

~02 - (KJ) - \$ used as downpayment from investor \$

personal - rent & car - \$ used from BD Corp acct
- not part of DDM

(KJ) - if I wasn't allowed to use it then it was a problem (10)

- (KJ) - thought I could use \$

- Marge & Barbara Wicks -
- pmts to them for

- negotiated deal w/ (MW) & (BW) = to give up home
- bought them a house in Alabama

(KJ) \$200k salary took from beginning
only to \$150k over 3 pmts - 02-03

DDM -> BM -> (KJ)

\$ B Devolp. = \$100k Salary for 2 yrs = '03-'04

\$ from - \$ from (PT) loans

02-06 - \$ used from BD
+ to pay personal exp.

→ Little Isle IV
→ Ulamakika

- (KJ) - not using \$ now to pay personal expenses

→ \$4 - salary from DCSC

Were the Jowdy
THEFTS "OK" --
since he "booked
the money (years
after being caught)
as loans on his
2008 company
books??

→ booked as loans from BD

8/02 \$250k from A. Christich → BD → ~~Eufora~~ → ^{SPR} Eufora
1 yr later - A. can't back (from 2-3 other hacking players for Eufora)

- Christich was never repaid for the \$102 ~~125~~ 100k
\$ that went to Enfara

(KJ) - believed Enfara part of a developer project

- TLT Management - (KJ) owns
- CA corp

formed for = lease house in CSL + airplane - falcon 10

DD\$ came from BD - that came from (PK) and/or
its entities

- before Allison 3 were (PK) clients @ time of investment
but no longer

Little Isle IV = Lehman financed = Mason Bhatti;
= brought in a developer = goi

2006 - (PK) gave 5% of 50% To (KJ) + (BN)
• N'Alaha Venta

Jowdy admits to the FBI that he took
money from Hawaii as loans -- despite
his contrarian defense positions in
Mexico and AZ cases (2008-09) --
BUT -- now with the FBI aware of the
frauds on the courts...they do nothing!!

Little Isle \$ to DDM

(KJ) - Little Isle is (PK) company

(KJ) DDM needed \$

It is treated as loan or converted to equity

Never converted to equity

~~TLT Mgmt~~

Arizona CESP ✓
Mexico CESP ✓
(13)

HUSH MONEY -- Jowdy paid to dissuade from testifying in Federal Case v. Roger Clemens -- See Baja Development Corp (Jowdy) August 2006 bank records

#:

- Brian McNamee - he's a trainer
- 1999 = (KJ) - met through Roger Clemens
- = has not had contact since 2007
- worked out w/ (BM)
- brought to CSL - several times - up 2007
→ 2003 - 2007
- @ time use (BM) to put together fitness program
- paying (BM) - \$5k/month
 - to train + work w/ (KJ)'s relative = Ed ESSG

Money from PK
(personally) and
players

DDM - owed BD over \$2M from players \$1/PK
= # to BD → timing paid to DDM vs paid expenses DDM - so payable to BD

(KJ) - 1/3rding of compensation = to Baja Management (owns 42% of DDM) \$2.75M

Met Mindy McCready through Roger Clemens

\$25k

Jowdy use DDM funds to pay off
Clemens mistress before she died

- = Roger Clemens ask (KJ) to write check - possibly to make a record
- = rec'd \$ back from (RC) in pts

Adrienne Moore
DCSL

2006-
2007

(KJ) met her out

Since the 2015 conviction -- Galioto has used every opportunity to tell the Kenner investors that Kenner has NO MONEY in any investment -- despite the Jowdy confessions (within) and the millions documented in the numerous bank records for Hawaii, Mexico, all renovation projects, "Grocery list loans", Gaarn loans, Kaiser loans, etcetera -- creating fully slanderous prejudice from all remaining supporters -- culminating in the Jowdy settlement discussions -- with no faith in the real Kenner documented truths...

(AM) = wanted a job

(KJ) - had her fill out application

left company after Lehman bankruptcy

(EJ) - paid through DCSL acct

* also (KJ) paid weekly/monthly from personal acct for her expenses -

DDM bank statements confirm the money was STOLEN by Jowdy and Najam within 3 months. Then they began STEALING the DCSL budget funds (about \$1.25mm in the second half of 2006) -- MORE IGNORED FRAUDS by the FBI...

KSI Capital - had 81 lender

loan for DDM - 20

\$3M total

\$215K holdback

ed \$ for expenses on DDM project = \$38k to \$41k monthly

* from Legacy Properties

points for KSI interest ; security / guard

The **GROSSEST** of the Jowdy and cabal thefts from Kenner and Kenner investors occurred AFTER Jowdy's attorney, Tom Harvey, issued letters to Kenner and the investors that their original (2002-2005) investments in Mexico (Diamante del Mar) project. ONE -- The liens were NEVER placed on the property -- despite Jowdy and the Mexico Attorney (Fernando Garcia) signing docs in front of Kenner in the Ensenada Mexico Notario office (court house) in 2003. Obviously FAKE. SECOND -- and perhaps more gross THEFT -- Jowdy and his attorneys NEVER titled the Diamante del Mar project in an entity that any Kenner investors had an interest in. This was discovered in 2015 when the KSI loan package was received in government produced evidence. The property was always titled in several Mexico companies exclusively owned by Jowdy and Garcia (**Ex. 1144**). That was \$10 million of further IGNORED fraud (by the FBI) -- especially if it was that OBVIOUS to Kenner with a simple review of the concealed 2006 loan that Jowdy and Najam looted the proceeds for their personal benefits...

(15)

- (KJ) - did fly people down to CSL

- wives

- friends

-

- Shawn Hughes would bring friends = 6-8 friends

(KJ) Shawn e-mail - 1/24/05

- Palm Springs - Bob Hope Tournament

- did not pay them; (KJ) may be strippers

pay - maybe flight = use Credit card

(KJ) - not sure who it came from to pay
for flights

- e-mail = 1/24/05

- not sure

- e-mail =

"quality" (KJ) : fun, outgoing, girls

- just paid for flights; stayed @ house in CSL

(KJ) - doesn't know of anyone paying for sex

Bats # 19676 - 79

(KJ) - doesn't recall exact email

- players (folks)

- (KJ) doesn't know how set up

(16)

- @ time of CSZ closing
- ⑩ - pressure w/ Hawaii

Bates 19674-75

- don't know what ⑩ talking about
- PK needs to make parts

⑩ - not involved w/ player clock

Bates # 19714

Bates # 19672

email = 1-2dy after lunch w/ MB - in NYC

■ asked PK to break down \$

Bates # 19663

- (K) - did send it out

- (K) - thought PK put it already for Pepe, so this \$ (P)

= Peca was investing in DCSL CCC
no IIM provided

2005 - (PK) puts it up 3 50%
(KJ) does work 1 50% split

1/2005 - 10% downpt due
(PK) didn't have to

5/05 - \$ started coming in
\$ coming from (PK)

9/05 - \$ from players coming in - doesn't know what was said between (PK) & players

(KJ) thinks \$ coming in from loan from (PK)

It treated as loan in beginning; then changed to equity

Bates # 19621

- 10 days before closing - (PK) had already given breakdown to (KJ) (8)

Bates 19687 - "double up option"

- b/c already had \$ in

Bates 19578

- trying to get an idea of players to for operating Agreements

Bates #19348

- talking about house in Vegas

Bates 19297

- \$ from J. Stumpel

Bates #198499

- talking about Ruby Scam

- Rodney Dalton - from England

→ (KJ) met in London once
(KJ) 2nd time met in DC.

Todd Burkhardt - (PK) - met in MN

(PK) - lent \$200k - \$215k -

- Burkhardt said wanting for \$3M from an investment
investment w/ Rodney Dalton

- (KJ) told this by (PK)

- used \$ from ~~DRP~~ Little Isle

(P9)

- (PK) - send \$1M from Little Isle
- (PK) - profits from investment had to go to an outside U.S.
told (KJ) development = which would be DDM
→ help investment out w/ profits
- (KJ) - don't know what - "start a clean record"
- (KJ) - didn't sign anything

Bates - 18454

- \$ from Tere Lehtinen
- \$ for CSL
- "0% risk"
 - (KJ) - thought (PK) was near closing in Hawaii
 - thought (PK) believed it - no
- (KJ) never spoken to Tere Lehtinen
- (KJ) never told (PK) that there was risk associated; nor
had anyone else
from (KJ) company

Bates - 19534

(KJ) if everything fell through w/ CSL
then have to sell 91 Rosario

How could this be true --
since as history revealed
Jowdy's \$3mm KSI loan in
Feb 2006 that Najam and he
looted and then left for
foreclosure -- with ZERO loss
to Jowdy and Najam since
they had diverted millions
from 2002 thru 2006
already...

(KJ) don't recall letter

(KJ) - I would not have prepared it

19506 G

(D)

Bates 19506

- for operating Agreements
- not for financials

Bates 198547

- doesn't recall email
- (KJ) - got docs to (PK) for D Air

Bates 19561

- (PK) - operating Agreements
- (KJ) that's all we have

Tim Gaarn - friend of (PK)
(KJ) met once

Oct/08 - went w/ (KJ) to inspect (KJ) books

- doesn't know if accountant or in finance industry
- in NJ

BD Corp

(KJ) - did wire \$25k to Tim Gaarn

(KJ) doesn't know what for

\$

intro to Kevin

Lehman (2)

- = Mount Zion
- hard & tender - (Pk) talked to
= Joseph Baker
- = engaged Hawaii deal
- Paid & Commitment fee
also talked about DDM

in
Pictures
from
(RJ)
3 Palms
marketing firm

- = Lannie Ponlon - w/ (Pk) friends w/ Krystie Myrie
in MA -

(RJ) hired her for (Pk) as assistant - w/ her on 1/11 for 1 1/2 yrs

Nick James - worked w/ (Pk)
- calling out w/ (Pk) - pending lawsuit
in CA
- (Pk) sues (RJ)
Counter sue

Gov't aware of "Nick" lawsuit when
they falsely claimed "Kick Nick in
the balls" was Nick Privitello on the
day of the Nick James deposition...

Hermosa
Beach,
CA = d. at some house - sold for \$8.5M
Wells Fargo - loan

= Something like \$4M profit - fraudulent(?)

Jowdy and Harvey
spread this false
claim in 2008 to all
Kenner investors --
and others in the
sports industry --
to disrupt the
cohesive efforts
versus Jowdy..

How would Jowdy
and his people
know who Kenner
was getting his
personal loan from
-- unless they were
being fed info from
the FBI??

22

(1)

\$10M used for: 2002-2004

- Airstrip
- Land
- Engineering
- Studies
- Hydrology
- roadway systems
- Water
- Electric
- design golf course
- Marketing
- Sales
- Some salaries
-
- no golf courses on RDM

4.30PM

END

(23)

Revolving line of Credit Loans
12-7-2004

Pursuant to the verbal agreement of July 9, 2004 to secure a revolving Line of Credit for Kenneth Aboud Jowdy to use at his sole discretion, this Revolving Line of Credit will be executed by all related parties December, 7, 2004.

For VALUE RECEIVED, the undersigned, Kenneth Aboud Jowdy, individual ("Borrower") promises to pay to the order of Philip A. Kenner ("Kenner"), individual and Little Isle IV, LLC a Delaware LLC ("LI4"), ("Lenders"), and any other related individual or entity involved in the future by Kenner to facilitate the ongoing Revolving Line of Credit to Borrower. Lenders have a principle place of business located at 10705 East Cactus Road, Scottsdale, AZ 85259 or at such other place that the Lenders hereof may from time to time designate in writing. Borrower promises to pay Lenders, the aggregate unpaid principle balance of each advance made by Lenders to Borrower hereunder at an interest thereon at the rate of fifteen percent (15%) per annum. Subject to the other terms and conditions hereof, Borrower may borrow, repay and reborrow hereunder until the principle balance and all interest sums payable hereunder are paid in full as follows in lawful money of the United States of America. Lenders have no obligation to refinance or extend the terms of this agreement with Borrower.

- 1) The note shall mature and the entire principle balance hereof is due upon completion of any transaction whereas Borrower facilitates funding for the Real Estate Development known as Diamante Del Mar ("DDM") located in El Rosario, Baja Mexico, of which the Borrower is the Managing Member. The note will be due in full including interest if the Borrower on behalf of DDM receives benefit equal to or in excess of the total outstanding loan amount including interest due from proceeds of the loan thru the funding date to Lenders.
- 2) In the event Borrower fails to pay the entire principle indebtedness evidenced by this Note, or any portion thereof as described by events described above in paragraph 1, the note may be demanded for full payment including all accrued interest.
- 3) In the event the total funding amount for DDM is not sufficient to cover the outstanding funds due to the Lenders, at least 50% of the funds raised will be paid towards the outstanding Principle balance and the interest on the Revolving Line of Credit will continue to accrue until the entire note, principle plus full interest are paid to the Lenders.
- 4) The note shall mature and the entire principle balance hereof is due upon completion of any transaction whereas Borrower facilitates funding for the Real Estate Development known as Diamante Cabo San Lucas ("DCSL") located in Cabo San Lucas, Baja Mexico, of which the Borrower is expected to be the Managing Member. The funding for DCSL is expected to occur per the Borrower on or before December 31, 2005. The note will be due in full including interest if the Borrower on behalf of DCSL receives benefit equal to or in excess of the total outstanding loan amount including interest due from proceeds of the loan thru the funding date to Lenders.
- 5) In the event Borrower fails to pay the entire principle indebtedness evidenced by this Note, or any portion thereof as described by events described above in paragraph 4, the note may be demanded for full payment including all accrued interest.

6) Borrower pledges his individual interest in DDM, DCSL and any related entity controlled by Borrower as additional consideration for the loan presented by Lenders.

Borrower agrees that:

- a) Borrower will pay all costs and expenses of collection of this Note if the note matures and is unpaid within 30 days of maturity upon demand by Lenders.
- b) The entire principle balance of the Note shall bear interest after maturity at the standard interest rate on the entire unpaid balance as described above until paid in full.

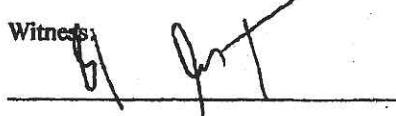
Borrower may pay this Note at any time, in whole or in part, without penalty or premium.

Failure of the Lenders hereunder to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or in the event of continuance of an existing default for strict performance hereof.

Borrower waives any exemption rights affecting full collection of this Note, and waives presentment, diligence, notice of dishonor and protest.

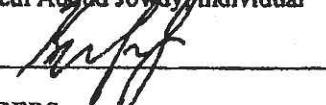
This Note shall be governed by the State of Arizona.

Witness:



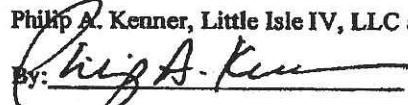
Borrower:

Kenneth Abood Jowdy, Individual

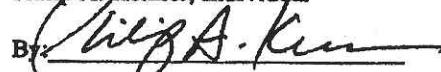
By: 

LENDERS:

Philip A. Kenner, Little Isle IV, LLC a Delaware LLC

By: 

Philip A. Kenner, Individual

By: 

Philip A. Kenner, Managing Member, Little Isle IV, LLC a Delaware LLC

Dated: 7-Dec-2004